

February 12, 2009 Via E-file

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Mr. Charles L.A. Terreni, Chief Clerk South Carolina Public Service Commission Synergy Business Park, Saluda Building 101 Executive Center Drive, Suite 100 Columbia, SC 29210

RE: Tariff revision SNET America, Inc. d/b/a AT&T Long Distance East

Dear Mr. Terreni:

Enclosed for filing are the original copy of the revised tariff pages of SNET America, Inc. d/b/a AT&T Long Distance East. The purpose of this revision is to revise the tariffs liability language. The Company respectfully requests an effective date of March 16, 2009.

The following revised tariff pages are included with this filing:

2<sup>nd</sup> Revised Sheet 1

**Updates Check Sheet** 

1<sup>st</sup> Revised Sheet 10

Revises liability language

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Any questions regarding this filing should be directed to me at (407) 740-3001 or e-mail me at tforte@tminc.com. Thank you for your cooperation and assistance.

Sincerely,

Thomas M. Forte

Consultant to SNET America, Inc. d/b/a AT&T Long Distance East

**Enclosures** 

TMF/rg

cc:

A. Paquette, SNET

File:

SNET - SC

TMS: SCi0901

## **CHECK SHEET**

Pages of this tariff, listed below, are effective as of the date shown at the bottom of the respective Page(s). Original and revised Pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION
1	Original		26	Original
2	1 <sup>st</sup> Rev.	ηc	27	Original
3	Original		28	Original
4	Original		29	Original
5	Original		30	Original
6	Original		31	Original
7	Original		32	Original
8	Original		33	Original
9	Original		34	Original
10	Original		35	Original
11	Original		36	Original
12	Original		37	Original
13	Original		38	Original
14	1 <sup>st</sup> Rev.	*	39	Original
15	Original		40	Original
16	Original		41	Original
17	Original		42	Original
18	Original		43	Original
19	Original		44	Original
20	Original		45	Original
21	Original		46	Original
22	Original		47	Original
23	Original		48	Original
24	Original		49	Original
25	Original		50	Original

<sup>\* -</sup> Indicates Pages included with this filing.

Issued: February 12, 2009

By:

Effective: March 16, 2009

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.4 Liabilities of Company, (Cont'd.)

- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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